



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**A. Job Offer Information**

1. Job Title * Sheep Shearer							
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment	
		12	12	3. Begin Date * 1/10/2022	4. End Date *6/10/2022		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday
							a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. 5 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ 14 82		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 02 60		The following wage rates will be paid for work done in Wyoming and Colorado: \$2.60 per head for ewes and replacement lambs, \$1.80 per head for feedlot lambs, and \$5.20 per head for bucks/rams.	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> See Addendum C							



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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	6	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>160</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
26117 Old Hwy 87			
2. City *	3. State *	4. Postal Code *	5. County *
Kaycee	Wyoming	82639	Johnson
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
Various locations in Wyoming and Colorado. See Addendum B-Additional Place of Employment Information.			
***The address listed above (C.1-4) is the employer's address and not a work site.			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
26117 Old Hwy 87			
2. City *	3. State *	4. Postal Code *	5. County *
Kaycee	Wyoming	82639	Johnson
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Employer leases employee owner trailers.		12	12
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum C			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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**E. Provision of Meals**

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> Convenient cooking and kitchen facilities will be provided by employer at no cost to workers who do not have their own facilities. Workers will provide and prepare their own meals. Employer will provide transportation to stores at least every two weeks to shop for groceries or employer will purchase groceries for worker at workers own expense. Under certain circumstances, employer may at the employers option, provide the worker with 3 meals per day, and \$13.17 per day will be deducted from the workers wages.</p>	
2. If meals are provided, the employer: *	<input type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.
	<input checked="" type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>13</u> . <u>17</u> per day per worker.

**F. Transportation and Daily Subsistence**

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> See Addendum C</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> If the worker completes 50 percent of the work contract period, the employer will pay the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has departed to the employer's place of employment. For an H-2A worker coming from outside of the U.S., the place from which the worker has departed is the place of recruitment. See Addendum C</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>13</u> . <u>17</u> per day *
	b. no more than	\$ <u>55</u> . <u>00</u> per day with receipts

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**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply \*

+1 (307) 738-2666

3. Email Address to Apply \*

foley\_shearing@hotmail.com

4. Website address (URL) to Apply \*

N/A

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



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**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



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If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).





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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.
- If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).
- For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).
12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).
- The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).
15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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**17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name * Foley	2. First (given) name * Janine	3. Middle initial \$
4. Title * Owner		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 10/27/2021

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.





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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
UT Livestock/John/Wade Curuchet	1200 Mayoworth Rd Kaycee, Wyoming 82639 JOHNSON		1/10/2022	1/12/2022	12
9 Mile Ranch/Bruce Pheasant	Reno Rd Kaycee, Wyoming 82639 JOHNSON		1/13/2022	1/14/2022	12
Round Rock Ranch/Keith & Macey Moore	3493 Ross Rd Douglas, Wyoming 82633 CONVERSE		1/15/2022	1/15/2022	12
Mountain Valley Livestock/Bob & Judy Hageman/Tracey Dilts	278 Hwy 59 Douglas, Wyoming 82633 CONVERSE		1/17/2022	1/18/2022	12
Hamilton Ranch/Keith & Linda Hamilton	Alkali Rd Hyattville, Wyoming 82428 WASHAKIE		1/22/2022	1/23/2022	12
Mark/Jeff Lyman Sheep Company	411 Hwy 47 Ten Sleep, Wyoming 82442 WASHAKIE		1/26/2022	1/28/2022	12
Gosney Ranch/Jane Ann/Chase Gosney	279 Barnum Rd Kaycee, Wyoming 82639 JOHNSON		2/2/2022	2/4/2022	12
Mark/Jeff Lyman Sheep Ranch	411 Hwy 47 Ten Sleep , Wyoming 82442 WASHAKIE		2/6/2022	2/6/2022	12
UT Livestock/John/Wade Curuchet	1200 Mayoworth Rd Kaycee, Wyoming 82639 JOHNSON		2/8/2022	2/10/2022	12
Mike/Lisa Kimsey	Hwy 20 Manderson, Wyoming 82432 WASHAKIE		2/12/2022	2/13/2022	12



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
7K Ranch/ Kay Neves	Hwy 20 Emblem, Wyoming 82422 WASHAKIE		2/14/2022	2/14/2022	12
Mark/Jeff Lyman Sheep Ranch	411 Hwy 47 Ten Sleep, Wyoming 82442 WASHAKIE		2/15/2022	2/18/2022	12
Owens Land & Livestock/ Bill & Mary Owens	26795 Hwy 259 Casper, Wyoming 82601 NATRONA		2/20/2022	2/21/2022	12
Jenne Miller Ranch/Jenne Miller	1245 Jenne Trail Rd Douglas, Wyoming 82633 CONVERSE		2/22/2022	2/26/2022	12
Bohlander Ranch/Kristi Bohlander	1245 Jenne Trail Rd Douglas, Wyoming 82633 CONVERSE		2/22/2022	2/26/2022	12
R Ranch/Chris/Carmen Rodriguez	3500 Hwy 14-16 East Clearmont, Wyoming 82835 JOHNSON		2/27/2022	2/28/2022	12
Hardy Ranch/Shawn & Hardy Musselman	181 Jenne Trail Rd Douglas, Wyoming 82633 CONVERSE		3/1/2022	3/2/2022	12
TJ Livestock/Jeff Boner	602 Cole Creek Rd Douglas, Wyoming 82633 CONVERSE		3/3/2022	3/4/2022	12
Platte Valley Livestock/Rob Boner	296 US Hwy 18/20 Douglas, Wyoming 82633 CONVERSE		3/5/2022	3/6/2022	12
Bridle Bit Ranch/Brandon Dilts	6546 Hwy 59 Gillette, Wyoming 82718 CAMPBELL		3/7/2022	3/9/2022	12



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Anderson Ranch/Aaron Anderson	53 Rd 54 Ten Sleep, Wyoming 82442 WASHAKIE		3/10/2022	3/12/2022	12
Mike/Lisa Kimsey	Hwy 20 Manderson, Wyoming 82432 WASHAKIE		3/13/2022	3/15/2022	12
7K Ranch/Kay Neves	Hwy 20 Emblem, Wyoming 82422 WASHAKIE		3/16/2022	3/17/2022	12
M Diamond Ranch/Brad Boner	602 Cole Creek Rd Douglas, Wyoming 82633 CONVERSE		3/18/2022	3/19/2022	12
Hamilton Ranch/Keith & Linda Hamilton	Alkali Rd Hyattville, Wyoming 82428 WASHAKIE		3/20/2022	3/21/2022	12
Harlan Livestock/Tom Harlan	873 Barnum Rd Kaycee, Wyoming 82639 JOHNSON		3/22/2022	3/23/2022	12
MarkJeff Lyman Sheep Ranch	411 Hwy 47 Ten Sleep, Wyoming 82442 JOHNSON		3/22/2022	3/22/2022	12
Round Rock Ranch/Keith & Macey Moore	3493 Ross Rd Douglas, Wyoming 82633 CONVERSE		3/24/2022	3/24/2022	12
Isenberger-Litton Ranch/Lee Isenberger	5925 Hwy 59 Gillette, Wyoming 82718 CAMPBELL		3/25/2022	3/26/2022	12
Innes Ranch/Bob Innes	888 Black and Yellow Rd Gillette, Wyoming 82718 CAMPBELL		3/27/2022	3/28/2022	12



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
TLE Ranch/Tom&Leah Edwards	94 Edwards Rd Gillette, Wyoming 82718 CAMPBELL		3/29/2022	3/30/2022	12
Moore Ranch/Tom & Jacki Moore	Hwy 387 Midwest, Wyoming 82643 NATRONA		3/31/2022	4/1/2022	12
9 Mile Ranch/Bruce Pheasant	Reno Rd Kaycee, Wyoming 82639 JOHNSON		4/2/2022	4/2/2022	12
Smith Sheep Company/Steve Smith	1744 Hwy 93 Douglas, Wyoming 82633 CONVERSE		4/5/2022	4/9/2022	12
Mart Madsen Sheep Company/Tim Tillard	3191 Hwy 59 Douglas, Wyoming 82633 CONVERSE		4/11/2022	4/12/2022	12
Nottingham Land & Livestock/ Mike & Katy Nottingham	Country RD Craig, Colorado 81626 MOFFAT		4/15/2022	4/21/2022	12
Mountain Valley Livestock/Bob & Judy Hageman/Tracey Dilts	278 Hwy 59 Douglas, Wyoming 82633 CONVERSE		4/22/2022	4/23/2022	12
Mart Madsen Sheep Company/Tim Tillard	3191 Hwy 59 Douglas, Wyoming 82633 CONVERSE		4/24/2022	4/27/2022	12
WI Moore Ranch/Bill & Stirling Moore	3484 Ross Road Douglas, Wyoming 82633 CONVERSE		4/28/2022	4/29/2022	12
Reculusa Ranch/Joe Reculusa	1109 Lower Sussex Rd Kaycee, Wyoming 82639 JOHNSON		4/30/2022	5/1/2022	12



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Larry Brubaker	2394 Irigary Rd Kaycee, Wyoming 82639 JOHNSON		5/3/2022	5/4/2022	12
UT Livestock/John/Wade Curuchet	1200 Mayoworth Kaycee, Wyoming 82639 JOHNSON		5/6/2022	5/6/2022	12
TJ Livestock/Jeff Boner	602 Cole Road Douglas, Wyoming 82633 CONVERSE		5/8/2022	5/8/2022	12
Platte Valley Livestock/Rob Boner	296 US Hwy 18/20 Douglas, Wyoming 82633 CONVERSE		5/9/2022	5/9/2022	12
Smith Sheep Company/Steve Smith	1744 Hwy 93 Douglas, Wyoming 82633 CONVERSE		5/11/2022	5/12/2022	12
Hardy Ranch/Shawn & Hardy Musselman	181 Jenne Trail Rd. Douglas, Wyoming 82633 CONVERSE		5/14/2022	5/14/2022	12
Moore Ranch/Tom & Jacki Moore	Hwy 387 Midwest, Wyoming 82643 NATRONA		5/15/2022	5/15/2022	12
WI Moore/Bill & Stirling Moore	3484 Ross Rd. Douglas, Wyoming 82633 CONVERSE		5/16/2022	5/16/2022	12
Owens Land & Livestock/Bill & Mary Owens	26795 Hwy 259 Casper, Wyoming 82601 NATRONA		5/17/2022	5/17/2022	12
R Ranch/Chris/Carmen Rodriguez	3500 Hwy 14-16 East Clearmont, Wyoming 82835 JOHNSON		5/19/2022	5/19/2022	12



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Reclusa Ranch/Joe Reclusa	1109 Lower Sussex Rd Kaycee, Wyoming 82639 JOHNSON		5/21/2022	5/21/2022	12
Round Rock Ranch/Keith & Macey Moore	3493 Ross Rd Douglas, Wyoming 82633 CONVERSE		5/23/2022	5/23/2022	12
Mart Madsen Sheep Company/Tim Tillard	3191 Hwy 59 Douglas, Wyoming 82633 CONVERSE		5/24/2022	5/24/2022	12
Gosney Ranch/Jane Ann/Chase Gosney	279 Barnum Rd Kaycee, Wyoming 82639 JOHNSON		5/28/2022	5/28/2022	12
M Diamond Ranch/Brad Boner	602 Cole Rd Douglas, Wyoming 82633 CONVERSE		5/29/2022	5/30/2022	12
Larry Brubaker	2394 Irigary Rd Kaycee, Wyoming 82639 JOHNSON		6/1/2022	6/2/2022	12
MarkJeff Lyman Sheep Company	411 Hwy 47 Ten Sleep, Wyoming 82442 WASHAKIE		6/3/2022	6/5/2022	12
Mountain Valley Livestock/Bob & Judy Hageman/Tracey Dilts	278 Hwy 59 Douglas, Wyoming 82633 CONVERSE		6/6/2022	6/7/2022	12
Harlan Livestock/Tom Harlan	873 Barnum Rd Kaycee, Wyoming 82639 JOHNSON		6/8/2022	6/10/2022	12





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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Camper trailers	Ranch locations in Wyoming/Colorado: See Addendum B; Employment Location Various, Wyoming Various CONVERSE	The shearers choose to own their own trailers. They travel to the job sites and stay there. We pay them rent for their trailers. If they do not have trailers public accommodation will be available. Their trailers do not need to be inspected because they own them, this would be an infringement of their rights. See Addendum B-Additional Place of Employment for the locations they take their trailers.	12	12	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
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**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Applicants should have sufficient experience to shear by using power driven clippers, 96-125 ewes per day after a 5-day break-in period. Applicants with hand shearing experience only and who are able to shear at a rate of at least 70 ewes per day must be given the opportunity to adapt to use of power driven clippers. Will use handpiece, combs, cutters, motor, hanger and grinder. Must be willing to shear without tying the feet and not put knee in sheep's abdomen. Will be given a 5-day break-in period to learn to shear loose. Must shear leg wool. Place in shearing position, clip wool close to hide so wool is removed in one piece. Exercise care not to nick, pink, or cut skin and to avoid second cuts. May help move sheep in and out of shearing area. Oils hand tools and sharpens combs and cutters. Perform all job related duties according to employer requirements. Will work in dust, cold, snow, etc. Wyoming/Colorado climate. Must have 6 months experience working as a sheepshearer in, must have past reference to verify experience, and must be physically able to perform the job duties previously described</p> <p>.Description del Trabajo</p> <p>Los candidatos debern tener experiencia suficiente en la corte mediante el uso de mquinas de cortar el motor de propulsin, 96-125 ovejas por da despues de 5 das de descanso-en el periodo. Los candidatos con experiencia directa de rotura y que slo son capaces de corte a una velocidad de al menos 70 ovejas por da deben tener la oportunidad de adaptarse al uso de la energia impulsado Clippers. Pieza de mano de uso Will, peines, cuchillas, motor, suspensin y molinillo. Debe estar dispuesto a esquilas sin atar los pies y no puso la rodilla en el abdomen de la oveja. Se le dar la oportunidad de aprender a cortante suelto. Se le dar un descanso de 5 das en el periodo de aprender a cortante suelta. Debe de lana de corte de la pierna. Coloque en posicin de corte, cerca de lana clip para ocultar as la lana se extrae en una sola pieza. Acte con cuidado de no nick, rosa, o cortar la piel y para evitar el recorte de segundo. Puede ayudar a las ovejas se mueven dentro y fuera de la zona de corte. Aceites de herramientas de mano y agudiza los peines y cuchillas. Realizar todas las funciones relacionadas con el trabajo de acuerdo a las necesidades del empleador. Trabajar en polvo, fro, nieve, etc Wyoming / clima de Colorado. Deben tener 6 meses de trabajo experiencia trabajar como un esquilador, debe tener referencia al pasado para verificar la experiencia, y debe ser fsicamente capaz de realizar las tareas de trabajo se ha descrito anteriormente.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will make the following deductions: loans and advances (if any); long distance telephone charges (if any); the reasonable repair or replacement cost of willful or negligent damage to employer provided housing, tools and equipment caused by the worker (other than normal wear and tear). Federal and State withholdings will not be deducted from the pay of H-2A foreign workers. Federal, FICA and State withholdings will be deducted from U.S. workers as regulations require. Colorado wages will have State withholdings as regulations require. Wyoming will not have State withholdings.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Applicants should have sufficient experience to shear by using power driven clippers, 96-125 ewes per day after a 5-day break-in period. Applicants with hand shearing experience only and who are able to shear at a rate of at least 70 ewes per day must be given the opportunity to adapt to use of power driven clippers. Will use handpiece, combs, cutters, motor, hanger and grinder. Must be willing to shear without tying the feet and not put knee in sheep's abdomen. Will be given the opportunity to learn to shear loose. Will be given a 5-day break-in period to learn to shear loose. Must shear leg wool. Place in shearing position, clip wool close to hide so wool is removed in one piece. Exercise care not to nick, pink, or cut skin and to avoid second cuts. May help move sheep in and out of shearing area. Oils hand tools and sharpens combs and cutters. Perform all job related duties according to employer requirements. Will work in dust, cold, snow, etc. Wyoming/Colorado climate.			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Historically, all shearers have preferred to live in their own mobile trailer which the shearer has voluntarily chosen to purchase. A worker who chooses to provide his/her own trailer may live in that trailer. Foley Shearing Company will lease the mobile unit owned by a crew member. The crew member will be given compensation that will be reasonable and consistent with leasing rates normally applicable to such units. For those not owning trailers, public accommodation will be available.			

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**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All applicants who contact the local job service office should be made thoroughly familiar with the job specifications and terms and conditions of employment on the job order by the local SWA. Workers meeting all the qualifications of the job order should be referred to the employer. The employer will receive referrals, interview workers, and make hiring commitments. The local Work Force Agency offices should mail all applications of qualified and eligible workers to the employer. The employer will also receive phone calls from and consider the application of all walk-in applicants and applicants who hear of the job opening(s) by word of mouth.</p> <p>Pursuant to the Sheepshearer Special Procedures, a sheep shearing contractor may require that a U.S. worker applying for a job must be available to work for the remainder of the employers entire sheep shearing itinerary in the United States, and for the total duration of the period of employment specified in the job order. This is considered a lawful job-related requirement, and U.S. workers must be informed of this requirement at the time of referral. A U.S. worker referred after the labor certification has been granted, but before [the recruitment period] has elapsed, must be available and willing to join the crew at whatever place the crew is located at the time and remain with the crew for the balance of the [sheep] shearing itinerary. An employers rejection of a U.S. worker who is unable or unwilling to accept such a requirement is considered a rejection for a lawful job-related reason .If hired, the applicant must be able to provide the document(s) required by the regulations to the Immigration and Nationality Act, as amended, at 8 CFR 274a.2(b) to establish his or her identity and eligibility for employment in the U.S. The worker will be afforded the time allowed by these regulations to produce the proper documentation. Employer will complete the I-9 Form required by the Act for each worker. The assistance of the referring SWA in helping workers provide required documentation will be appreciated.</p> <p><b>COLLECT TELEPHONE CALLS</b></p> <p>Collect telephone calls will be accepted by employer at the number listed in Item 1 from the SWA placement personnel or Applicant Holding Offices only. Collect telephone calls will not be accepted from individual applicants. Applicants should be thoroughly screened as required in Item 15 before the referring official places collect telephone calls to the employer.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will provide transportation between the worker's living quarters (i.e., housing provided or secured by the employer) and the employer's worksite at no cost to the worker, and such transportation must comply with all applicable Federal, State or local laws and regulations, and must provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, subpart D. See Addendum C</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation -
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will provide transportation between the workers living quarters (i.e., housing provided or secured by the employer) and the employers worksite at no cost to the worker, and such transportation must comply with all applicable Federal, State or local laws and regulations, and must provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, subpart D. If workers compensation is used to cover such transportation, in lieu of vehicle insurance, the employer must either ensure that the workers compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers compensation.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Remote Communication
3. Details of Material Term or Condition (up to 3,500 characters) * Foley Shearing Co. will provide workers with a means for remote communication.			



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**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements -
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> No worker shall be terminated without just cause, except as provided in contract abatement under conditions specified in 20 CFR 655.122(n) and (o). Offenses considered just cause for termination of employment include, but are not limited to, the following: (These are examples.)</p> <p>(a) Failure or refusal to perform work of reasonable quality and quantity with reasonable diligence;</p> <p>(b) Failure to perform work in accordance with terms of this agreement;</p> <p>(c) Committing an act of misconduct;</p> <p>(d) Engaging in work during the period of this contract for any person other than employer without prior approval of employer, and if applicable, employment authorization from U.S. Citizenship &amp; Immigration Services;</p> <p>(e) Violating any U.S., state or local laws;</p> <p>(f) Failure to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer;</p> <p>(g) Leaving work without employer's permission; or</p> <p>(h) Drinking alcoholic beverages or other substance abuse on the job.</p> <p>Employer will apply the above standards on a nondiscriminatory basis as required by law.</p> <p>No worker will be rejected or terminated from employment for other than a lawful, job-related reason.</p> <p>Pursuant to 20 CFR 655.122(n), employer will notify local SWA staff and the Department of Labor, and USCIS (if required) of any job abandonment and/or termination</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions -
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> All tools, supplies and equipment required to perform the duties assigned will be provided. If the piece rate does not result at the end of the pay period in earnings at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate (AEWR) in Colorado or Wyoming, depending which state they are working in, the worker's pay shall be supplemented at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had been paid at the highest of the AEWR, the prevailing hourly wage rate, the agreed upon collective bargaining wage or the Federal or State minimum wage in effect at the time and in the state where shearing was performed. Currently the AEWR for Colorado is \$14.82 per hour and in Wyoming the AEWR is \$14.55 per hour. Workers will be paid upon completion of shearing job at job site or at a minimum twice monthly. Employer will furnish to the worker on or before each pay day written statements showing the hours offered and those actually worked by the worker, the worker's total earnings for the pay period, the applicable piece rate, and an itemization of all deductions made, if any. Statements will also show the tally of sheep shorn at each of the separate locations. Such statements will comply with Department of Labor (DOL) requirements. The employer will furnish to the worker on or before each payday in one or more written statements the following information:</p> <p>1. Worker's total earnings for the pay period;</p> <p>2. Worker's hourly rate and/or piece rate of pay;</p> <p>3. The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in the regulations, separate from any hours offered and above the guarantee);</p> <p>4. Hours actually worked by the worker;</p> <p>5. An itemization of all deductions made from the worker's wages;</p> <p>6. If piece rates are used, the units produced daily;</p> <p>7. Beginning and ending dates of the pay period; and</p> <p>8. The employer's name, address and FEIN.</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties -
3. Details of Material Term or Condition (up to 3,500 characters) * Foley Shearing Co. will provide our workers with a means for remote communication.			
<b>HOURS OF WORK PER DAY AND PER WEEK</b>			
<p>Anticipated hours of work will be 40 per week. The actual starting and stopping times, as well as days and hours of work offered, will fluctuate depending on the weather conditions, the condition of the sheep (whether their fleece is wet or dry), the number of sheep the wool grower has available to be sheared, the location of the shearing site, the needs of the wool grower, etc. The ETA 9142 and 790 forms provide only the best estimate of starting and stopping times which are 8:00 a.m. to 5:00 p.m. Workers shall have a rest period of 15 minutes in the morning and 15 minutes in the afternoon which, insofar as practicable, shall be in the middle of each work period. An appropriate period for lunch will be available (approximately one hour).</p> <p>Employer guarantees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any, taking into consideration the fact that the number of workdays and hours specified in this contract depends on weather conditions, the condition of the sheep (whether their fleece is wet or dry), the number of sheep the wool grower has available to be sheared, the location of the shearing site, the needs of the wool grower, etc.</p>			

l. Job Offer Information 12

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation -
3. Details of Material Term or Condition (up to 3,500 characters) * If the worker completes 50 percent of the work contract period, the employer will pay the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has departed to the employer's place of employment. For an H-2A worker coming from outside of the U.S., the place from which the worker has departed is the place of recruitment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved, except that if a "round the world" ticket has been purchased by the worker, the amount paid by the employer will be equivalent to the cost of that portion of any "round the world ticket" that corresponds to the actual miles traveled to and from the place from which the worker has departed to the employer's place of employment. For an H-2A worker coming from outside of the U.S., the place from which the worker has departed is the place of recruitment. The amount of the daily subsistence payment will be in accordance with 20 CFR 655.122(h), (\$13.17 per day and up to \$ 55 per day if worker provides receipts.) If the worker completes the work contract period, and the worker has no immediately subsequent H-2A employment, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer.			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

m. Job Offer Information 13

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions -
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * INSTRUCCIONES DE COMO REFERIR CANDIDATOS			
<p>Todos los candidatos que se comuniquen con la oficina local de servicios de mano de obra deberan de familiarizarse con las especificaciones de trabajo y los terminos y condiciones de empleo de la orden de trabajo de la agencia estatal de mano obra local (conocida por sus siglas en ingles como SWA). Los trabajadores quienes califiquen con la orden de trabajo deberan ser referidos al empleador. El empleador recibira referidos, entrevistara a los trabajadores, y hara compromisos de contratacion. La Agencia Estatal de Mano de Obra local debera mandar por correo al empleador todas las solicitudes de los trabajadores calificados y elegibles. El empleador tambien recibira llamadas telefonicas de y considerara la solicitud de todos los candidatos "sin cita previa" y de los candidatos que escuchen del trabajo por medio de "boca a boca".</p> <p>En conformidad con los Procedimientos Especiales de Esquilador, un contratista de esquila de ovejas "puede requerir que un trabajador de los Estados Unidos, al aplicar para un trabajo, debe estar disponible para trabajar durante el resto del itinerario del patron en la esquila de ovejas, y por la duracion total del periodo de trabajo especificados en la orden de trabajo. " Esto se considera un requerimiento legal en relacion al trabajo y se les debera informar a los trabajadores de los Estados Unidos de este requerimiento al momento de ser referido. Un trabajador de los Estados Unidos referido despues de que se otorgue la certificacion laboral, pero antes de que el ?[periodo de reclutamiento]? ha transcurrido, debera ser disponible y capaz de integrarse al equipo dondequiera que se encuentren localizados en ese momento y que permanezcan con el equipo por el resto del itinerario de esquila [de ovejas]. El rechazo de un empleador de un trabajador de los Estados Unidos que no puede o no acepta este requisito se considera un rechazo por una razon legal en relacion al trabajo.</p> <p>Si es contratado, el solicitante debe ser capaz de proporcionar los documentos exigidos por la Ley de Inmigracion y Nacionalidad, segun enmendada, en 8 CFR 274a.2 (b) para establecer su identidad y elegibilidad para empleo en los Estados Unidos. Al trabajador se le dara tiempo permitido por los reglamentos para producir la documentacion adecuada. El empleador completara el Formulario I-9 que se requiere por Ley para cada trabajador. Se aprecia la asistencia del SWA haciendo la referencia en ayudar a los trabajadores proporcionar la documentacion requerida.</p>			

n. Job Offer Information 14

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			